

WESTON & McELVAIN LLP  
Randy M. McElvain (State Bar No. 137046)  
Bevin A. Berube (State Bar No. 227965)  
601 South Figueroa Street, Suite 2350  
Los Angeles, California 90017  
Telephone: (213) 596-8000  
Facsimile: (213) 596-8039  
Email: rmm7@wmattorneys.com  
bberube@wmattorneys.com

Attorneys for Defendant  
TRAVELERS COMMERCIAL INSURANCE  
COMPANY

**UNITED STATES DISTRICT COURT**

**FOR THE CENTRAL DISTRICT OF CALIFORNIA**

MIKE ROSTAMI, an individual;  
DORITA GARSHOONI, an individual;

Plaintiffs,

v.

TRAVELERS COMMERCIAL  
INSURANCE COMPANY, a  
Connecticut corporation; and DOES 1  
through 50, Inclusive;

Defendants.

CASE NO.

**NOTICE OF REMOVAL OF  
ACTION UNDER 28 U.S.C.  
§ 1441 (DIVERSITY);  
EXHIBITS "1" TO "3"**

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

PLEASE TAKE NOTICE that Defendant Travelers Commercial Insurance  
Company ("Travelers"), hereby removes to this Court the state court action  
described below.

///

1           1.     On February 10, 2015, Plaintiffs Mike Rostami and Dorita Garshooni  
2     (“Plaintiffs”) filed an action in the Los Angeles Superior Court entitled Rostami, et  
3     al. v. Travelers Commercial Insurance Company, Case No. BC571734 (hereinafter  
4     “State Action”). A true and correct copy of the State Action (“Complaint”) is  
5     attached hereto as Exhibit “1.”

6           2.     On July 30, 2015, Travelers Commercial Insurance Company  
7     (“Travelers”) accepted service of a copy of the Summons and Complaint by Notice  
8     and Acknowledgment of Receipt. Attached hereto as Exhibit “2” is a true and  
9     correct copy of the Notice and Acknowledgment of Receipt.

10          3.     Travelers removes this action to this division of the Central District  
11     because the State Action was pending in the Los Angeles County Superior Court,  
12     located in the Central District.

13          4.     Removal is timely since it is within 30 days after Travelers accepted  
14     service of the Summons and Complaint in the State Action by Notice and  
15     Acknowledgment of Receipt on July 30, 2015 and within one year from the date the  
16     Complaint was filed on February 10, 2015.

17          5.     This action is a civil action of which this Court has original jurisdiction  
18     under 28 U.S.C. § 1332, and is one which may be removed to this Court by  
19     Travelers pursuant to the provisions of 28 U.S.C. § 1441 and 28 U.S.C. § 1446(b) in  
20     that it is a civil action between citizens of different states and the matter in  
21     controversy exceeds the sum of \$75,000.

22          6.     As alleged in the Complaint, Plaintiffs are, and at all relevant times  
23     were, “the owners of the real property located at 703 Rodeo Drive, Beverly Hills, in  
24     Los Angeles County, California.” [See Complaint attached as Exhibit “1” at ¶ 1]  
25     Plaintiffs are, and at all relevant times were, domiciled in Beverly Hills, California.  
26     [See Declaration of Bevin A. Berube In Support of Notice of Removal (“Berube  
27     Decl.”), ¶ 2 and Exhibit “4” thereto]

28     ///

1           7. Travelers is, and at all relevant times herein was, a corporation duly  
2 organized and existing under the laws of the State of Connecticut, and maintains its  
3 principal place of business in Hartford, Connecticut. [See Complaint attached as  
4 Exhibit “1” at ¶ 2; See Berube Decl. ¶ 3 and Exhibit “5” thereto]

5           8. In the State Action, Plaintiffs allege the following causes of action: 1)  
6 Breach of Contract, and 2) Breach of the Implied Covenant of Good Faith and Fair  
7 Dealing.

8           9. The Complaint alleges that Travelers issued homeowners insurance  
9 policy number 9844281316371 to Plaintiffs for the residence located at 703 Rodeo  
10 Drive, Beverly Hills, California (“Property”). [See Exhibit “A” to Complaint  
11 attached hereto as Exhibit “1”] Plaintiffs allege that the Property was damaged as a  
12 result of a burst fire sprinkler main line which occurred on May 3, 2011. [See  
13 Complaint attached as Exhibit “1” at ¶ 5] Plaintiffs contend that they submitted a  
14 claim to Travelers for water damage to the Property and that Travelers “failed to  
15 consider the full scope of the damage with the intent and purpose to underpay the  
16 claim.” [See Complaint attached as Exhibit “1” at ¶¶ 7-8] Aside from policy  
17 benefits, Plaintiffs also seeks pre-judgment interest, general and consequential  
18 damages, attorneys’ fees, and costs of suit. [See Complaint attached as Exhibit “1”  
19 at page 4, lines 16-22]

20           10. The amount in controversy as to Plaintiffs’ breach of contract claim  
21 alone exceeds \$75,000, as Plaintiffs claim unpaid property losses in excess of  
22 \$400,000, additional living expense benefits in excess of \$300,000, and additional  
23 storage expenses of \$75,000. [See Declaration of Cy Minert ¶ 2-4 and Exhibits “6-  
24 7” thereto] Given the damages asserted by Plaintiffs in connection with this action,  
25 the amount in controversy in this action unquestionably exceeds \$75,000, the  
26 minimum amount for jurisdiction in this Court.

27           11. Attached hereto as Exhibit “3” are true and correct copies of the  
28 following documents, which were served on Travelers, along with the Summons and

1 Complaint: a) Summons; b) Civil Case Cover Sheet; c) Civil Case Cover Sheet  
2 Addendum and Statement of Location; d) Notice of Case Assignment. The attached  
3 documents represent all notice, process and proceedings received by Travelers; and,  
4 to its knowledge, no hearings or other proceedings have taken place in this action.  
5

6 DATED: August 28, 2015

WESTON & McELVAIN LLP

7 /s/ Bevin A. Berube

8 Randy M. McElvain  
9 Bevin A. Berube  
10 Attorneys for Defendant  
11 TRAVELERS COMMERCIAL  
12 INSURANCE COMPANY  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28